

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

PRL USA HOLDINGS, INC., a  
Delaware Corporation,

Plaintiff,

v.

MERCURY BEACH-MAID, INC., a  
New York Corporation, REGENT  
INTERNATIONAL  
CORPORATION, a New York  
Corporation CALICO  
INTERNATIONAL, a Texas and  
Corporation, TOM D'ANTONIO

Defendants.

U.S. DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS  
**FILED**

JAN 27 2006

CLERK, U.S. DISTRICT COURT  
By \_\_\_\_\_  
Deputy

CAUSE NO. 3:06-cv-175-G

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**FINAL DEFAULT JUDGMENT AGAINST  
DEFENDANT CALICO INTERNATIONAL**

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The Court hereby enters the following final judgment against Defendant Calico International:

1. **WHEREFORE, IT IS ORDERED, ADJUDGED, and DECREED** that Plaintiff PRL USA Holdings, Inc. shall recover from Defendant Calico International the sum of four million dollars and zero cents (\$4,000,000.00) and its costs of Court.

2. Furthermore, the Court finds that in light of Calico's infringement of PRL's properly registered trademarks, PRL has suffered, and will continue to suffer, irreparable injury for which there is no adequate remedy at law unless Defendant Calico is permanently enjoined and restrained from any future infringement.

3. Thus, **IT IS FURTHER ORDERED** that Defendant Calico International, Calico, its officers, agents, servants, employees, attorneys, confederates, and all other persons acting in concert therewith, are hereby permanently enjoined and restrained from:

- (a) Using in any manner PRL's federally registered Trademarks ("PRL's Marks"), alone or in combination with any word or words which so resemble each said trademark as to be likely to cause confusion, deception, or mistake on or in connection with the advertising, offering for sale, or sale of any product not PRL's, or not authorized by PRL to be sold in connection with the PRL Marks;
- (b) Passing off, reverse passing off, inducing, or enabling others to sell or pass off any product as and for products produced by PRL, not PRL's, or not produced under the control and supervision of PRL and approved by PRL for sale under the PRL Marks;
- (c) Committing any acts calculated to cause purchasers to believe that Calico International's products are those sold under the control and supervision of PRL, or sponsored or approved by, or connected with, or guaranteed by, or produced under the control and supervision of PRL;
- (d) Further diluting and infringing all PRL Marks and damaging PRL's goodwill;
- (e) Shipping, delivering, distributing, returning or otherwise disposing of, in any manner, products or inventory not manufactured by or for PRL, nor authorized by PRL to be sold or offered for sale, and which bear PRL Marks;
- (f) Otherwise competing unfairly with PRL USA in any manner; and
- (g) Assisting any other party in committing the acts described above in Paragraphs 3(a)-(f).

4. Additionally, **IT IS FURTHER ORDERED** that Defendant Calico International, if it has not done so, is:

- (a) Required to forthwith deliver up to PRL any and all products, guarantees, circulars, price lists, labels, signs, prints, packages, wrappers, pouches, receptacles, advertising matter, promotional, and other materials in their possession or under their control bearing any of the PRL Marks, alone or in combination with any other words, or used in connection with the advertising, offering for sale or sale of products not PRL's, or not made under PRL's authorization and control;

- (b) Required to supply PRL with a complete list of entities from whom they purchased and to whom they distributed and/or sold products falsely bearing the PRL Marks or products not authorized by PRL to be sold in connection with each of said marks;
- (c) Required to forthwith deliver up for destruction their entire inventory of said products bearing any of the aforesaid infringing trademarks; and
- (d) Required to comply with Paragraphs 4(a)-(c) within 30 days of the date of entry of Final Judgment.

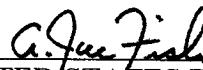
5. The Court denies all relief not granted in this Judgment.

6. This Judgment is interlocutory. Although it disposes of all claims against

Defendant Calico International, it does not dispose of all claims against all parties.

**IT IS SO ORDERED.**

SIGNED this 27 day of January, 2006.

  
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UNITED STATES DISTRICT JUDGE